LIMITING TERMS AND CONDITIONS

Travel Wizards, as intermediary and hereinafter referred to as the Agency, issued this invoice in the sole capacity as intermediary and agent for the owners. wholesalers and/or contractors who are to furnish the transportation and/or other services specified. Their names appear on the face of this document and are hereinafter referred to as Suppliers. This invoice is issued subject to any and all terms and conditions under which any transportation or other service is provided by the Suppliers. The Agency shall not become liable for any personal injury, property damage, breach of contract, accident, delay, inconvenience, change in itinerary or accommodations, or other irregularity which may occur due to (1) wrongful. negligent or arbitrary acts or omissions on the part of the Suppliers, their employees or others not in the direct control of the Agency, (2) defects of failures of any conveyance, equipment or instrumen-tality under the control of the Suppliers, and (3) Acts of God, fire, acts of governments or other authorities, wars. civil disturbances, riots. strikes, thefts, pilferage,

- 1. Please check your documents when you receive them. International travelers must have valid passports and other required documents in their possession. All names on airline tickets must match EXACTLY to the name on the government issued ID being used to check in. Call us if you have any questions.
- 2. All checked baggage must have a name identifica-tion on the inside and outside of the luggage.
- 3. Reconfirm your return or continuing flights 24 hours for domestic and 72 hours for international. Failure to use any reservations will result in automatic cancellation of all continuing and return reservations. Please advise the airlines if your travel plans change enroute.
- 4. Hotels are confirmed on a guaranteed payment basis. Cancellation policies vary from hotel to hotel. Please notify us or the hotel immediately of any changes or cancellations so that we may advise you of any mandatory payment.

epidemics. quarantines or dangers incident to the sea, land and air, terrorist activities, social or labor unrest, mechanical or construction difficulties, diseases, local laws, climatic conditions. abnormal conditions or developments. or any other actions, omissions, or conditions outside this Agency's control.

The Client by engaging the Agency and making deposit and/or full payment for •the travel arrangements as specified, acknowledges the position of the Agency as stipulated by the foregoing. agrees to hold the Agency blameless in making the arrangements on his behalf, and further agrees that restitution or damages, if any are claimed, shall be sought directly from the Suppliers. The Client also agrees to the terms and conditions of the tour, cruise or services as set forth in the brochures and/or circulars of the Suppliers. The Client's retention of tickets. reservations or bookings after issuance shall constitute a consent to the above and an agreement of the Client's part to convey the contents hereto to the Client's travel companions or group members.

- 5. These times, flights and fares are based on current tanffs that are subject to change without notice.
- 6. PROMOTIONAL FARES Discount fares involve restrictions. A change in carrier(s), flight(s), time(s) or routing(s) could result 1n a carrier requ1nng additional fare and a change fee.
- 7. SERVICE CHARGES We reserve the right to change a minimum processing fee in the event of a refund or cancellation.
- 8. TICKETS Cancelled or unused tickets must be returned for proper credit to your account. Lost, stolen, or destroyed tickets must be paid for until refund 1s received from the issuing carrier, subject to an airline imposed service charge.
- 9. Refunds from airlines, tour companies, cruise lines and hotels will be made to our clients only after the monies have been received from these sources by Travel Wizards.

10. Refund in the Event of a Cancellation

Upon cancellation of the transportation or travel services, where the passenger is not at fault and has not canceled in violation of any terms and conditions previously clearly and conspicuously disclosed and agreed to by the passenger, all sums paid to the seller of travel for services not provided will be promptly paid to the passenger, unless the passenger advises the seller of travel in writing, after cancellation. This provision does not apply where the seller of travel has remitted the payment to another registered wholesale seller of travel or a carrier, without obtaining a refund, and where the wholesaler or provider defaults in providing the agreed-upon transportation or service. In this situation, the seller of travel must provide the passenger with a written statement accompanied by bank records establishing the disbursement of the payment, and if disbursed to a wholesale seller of travel, proof of current registration of that wholesaler.

11. TRAVEL CONSUMER RESTITUTION FUND (TCRF) DISCLOSURES

This transaction is covered by the California Travel Consumer Restitution Fund (TCRF) if the seller of travel was registered and participating in the TCRF at the time of sale and the passenger is located in California at the time of payment. Eligible passengers may file a claim with TCRF if the passenger is owed a refund of more than \$50 for transportation or travel services which the seller of travel failed to forward to a proper provider or such money was not refunded to you when required. The maximum amount which may be paid by the TCRF to any one passenger is the total amount paid on behalf of the passenger to the seller of travel, not to exceed \$15,000. A claim must be submitted to the TCRF within 12 months after the scheduled completion date of the travel. A claim must include sufficient documentation to prove your claim and a \$35 processing fee. Claimants must agree to waive their right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a TCRF claim. You may request a claim form by writing to: Travel Consumer Restitution Corporation; P.O. Box 6001; Larkspur, CA 94977-6001; or by visiting TCRC's website at: www.tcrcinfo.org.